AGREEMENT 453

1 May 2016 - 30 April 2018

between

The Confederation of Norwegian Enterprise (NHO)

and

The Norwegian Confederation of Trade Unions (LO)/
The Norwegian Union of Municipal and General Employees
(Fagforbundet)
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10. Acquisition of seniority during initial military service
PART I     BASIC AGREEMENT between LO and NHO

PART II    THE AGREEMENT

§ 1 Scope of the agreement
This agreement applies to employees of the Norwegian Association for the Blind and
Partially Sighted (Norges Blindeforbund), Aurora Kino IKS (Tromsø), Kino Sør AS, Hero
Norge AS, the Norwegian Refugee Foundation (Flyktningestiftelsen), Link AS, Norsk
Mottaksdrift AS, and others (see relevant list of enterprises).

The agreement does not apply to employees who constitute the company’s top management.
The same applies to members who are the company's representatives during the process of
setting general pay and work-related terms and conditions.

§ 2 Appointment
Reference is made to Chapter 14 of the Norwegian Working Environment Act
(arbeidsmiljøloven).

As a general rule, vacant and newly-created positions must be advertised in such a way that
employees currently working at the enterprise have an opportunity to apply.

For vacant positions, consideration should be given to the need to merge existing part-time
positions.

Part-time employees who have been permanently employed at the company for at least six
months shall have priority in the case of vacant full- or part-time positions, under the same
terms and conditions.

All employees, regardless of gender, shall have equal opportunities for skills development,
employment, pay, training and career advancement.

§ 3 Local special agreements
The parties are agreed that this agreement is a frame agreement and that, within individual
enterprises, the parties are entitled to enter into special agreements regarding pay and work-
related terms and conditions that are supplementary to this agreement.

§ 4 Working hours provisions

1. Working hours
The term ‘working hours’ is understood to mean the hours during which an employee,
pursuant to legislation and agreements, places him/herself at the disposal of the employer.

Ordinary working hours must not exceed an average of 37.5 hours per week, cf. Chapter 10
of the Working Environment Act (aml) and the Reduction in working hours provisions of 1
January 1987 (annex 5 to this agreement).
2. **Classification of working hours**
When determining working hours, priority consideration shall as far as possible be given to efficient operations and environmental considerations.

The enterprise and union representatives shall negotiate on the issue of working hours classification. The minutes of said negotiations shall be recorded.

3. **Agreements concerning flexitime can be entered into at local level**
The agreement must include provisions governing core time and glide time. Core time shall be the same for all working days.

4. **Specific working hours provisions for employees working shifts and shift rotas**
Weekly working hours shall not exceed an average of 35.5 hours for employees who work:

- according to a fixed shift rota schedule and/or who work at least every third Sunday
- on shift rotas that involve working between 2000 hrs and 0600 hrs
- on permanent night shift, and employees who work fixed evening shifts as part of a shift rota where parts of the work fall within the period from 2000 hrs to 0600hrs

Weekly working hours shall on average not exceed an average of 33.6 hours for employees who work continuous shifts and similar shift rota schedules.

5. **Standby outside the workplace**
Reference is made to Section 10-4 (4) of the Working Environment Act (*arbeidsmiljøloven*). The need for, and the scope of, standby arrangements shall be discussed with union representatives before said arrangements are put in place. Standby arrangements shall be introduced as part of a work schedule (cf. Section 10-3 of the Working Environment Act (*aml*)).

§ 5 **Setting pay**

1. **Minimum pay rates**
This agreement is a minimum pay agreement in which stipulated pay provisions are an expression of the guaranteed minimum rates for those employees who are encompassed by the agreement.

The parties at local level are entitled, and have a duty, to conduct real negotiations concerning pay increases, cf. clause 3.

**Minimum pay rates applicable from 1 May 2016** (does not apply to cinema employees)

<table>
<thead>
<tr>
<th></th>
<th>Annual salary</th>
<th>New pay rate 37.5 hrs per week</th>
<th>New pay rate 35.5 hrs per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18</td>
<td>210,113</td>
<td>107.75</td>
<td>113.82</td>
</tr>
<tr>
<td>Positions with no special educational requirements</td>
<td>288,600</td>
<td>148.00</td>
<td>156.34</td>
</tr>
<tr>
<td>Positions requiring a trade certificate pursuant to the Norwegian Act relating to skills training (<em>lov om fagopplæring</em>)</td>
<td>302,250</td>
<td>155.00</td>
<td>163.73</td>
</tr>
<tr>
<td>Positions requiring three years’ college education</td>
<td>336,375</td>
<td>172.50</td>
<td>182.22</td>
</tr>
<tr>
<td>Positions requiring college and continuing education (min. 60 credits (post-2003)/20 credits (pre-2003))</td>
<td>347,100</td>
<td>178.00</td>
<td>188.03</td>
</tr>
</tbody>
</table>

Minimum pay rates for cinema employees:

<table>
<thead>
<tr>
<th>Positions with no special educational requirements</th>
<th>Positions requiring a trade certificate pursuant to the Norwegian Act relating to skills training (<em>lov om fagopplæring</em>)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 years</td>
<td>0 years</td>
</tr>
<tr>
<td>3 years</td>
<td>3 years</td>
</tr>
<tr>
<td>6 years</td>
<td>6 years</td>
</tr>
<tr>
<td>Annual salary</td>
<td></td>
</tr>
<tr>
<td>240,669</td>
<td>266,409</td>
</tr>
<tr>
<td>252,291</td>
<td>278,519</td>
</tr>
<tr>
<td>269,432</td>
<td>299,208</td>
</tr>
<tr>
<td>37.5 hrs/w</td>
<td></td>
</tr>
<tr>
<td>123.42</td>
<td>136.62</td>
</tr>
<tr>
<td>129.38</td>
<td>142.83</td>
</tr>
<tr>
<td>138.17</td>
<td>153.44</td>
</tr>
<tr>
<td>35.5 hrs/w</td>
<td></td>
</tr>
<tr>
<td>130.38</td>
<td>144.32</td>
</tr>
<tr>
<td>136.66</td>
<td>150.88</td>
</tr>
<tr>
<td>145.96</td>
<td>162.08</td>
</tr>
</tbody>
</table>
Any adjustment of these minimum rates will be made as part of the ordinary revision of this agreement. Any increases awarded as part of the interim settlement will be added to the minimum rates.

**Young employees – cinema employees**

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage of Minimum Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 yrs.</td>
<td>70% of minimum pay for unskilled employees (no special educational requirements)</td>
</tr>
<tr>
<td>16 yrs.</td>
<td>75% of minimum pay for unskilled employees (no special educational requirements)</td>
</tr>
<tr>
<td>17 yrs.</td>
<td>80% of minimum pay for unskilled employees (no special educational requirements)</td>
</tr>
</tbody>
</table>

2. **Pay policy, pay system and pay-setting**

It is crucial that the enterprise operates with a deliberate wage and salary policy with which all employees are familiar. The term “pay policy” is understood to mean a description of the values, attitudes, actions and results that are desirable in order to promote the structure and practice of the pay system. The pay policy shall provide stability and integrity to the process of setting the pay of individual employees.

The individual enterprise shall draw up a pay system in consultation with its employees and union representatives.

In order to ensure that the system is as objective and incentivised as possible, the parties shall draw up guidelines and assessment criteria that will form the basis of the pay-setting process. The assessment criteria must have specific substance based on local conditions, and all those involved must be aware of them. It is a shared responsibility of the company and its union representatives to make the pay system known to all those involved.

3. **Annual pay negotiations at local level**

Once a year, on the basis of the enterprise’s financial situation, productivity, competitiveness and future prospects, real negotiations on pay levels and pay development for the enterprise’s employees will take place. Negotiations will include issues such as how much can be awarded as overall wage increases, and the framework that can be applied as a basis for individual increases.

Prior to these negotiations, the company shall present the necessary supporting documentation. The enterprise's accounts must be published and presented.

Minutes shall be taken of the negotiations, recording the views of the respective parties.

Any adjustments resulting from the negotiations must be brought into effect on a pre-determined date.

Any individual adjustments shall be made after an unbiased assessment of the requirements stipulated for the position in question and of how the employee has performed his/her job. Said adjustments must be in compliance with the enterprise’s pay system. It will be possible for the assessment to be explained to the individual in question.
In connection with local negotiations, the company shall also carry out a pay assessment of employees who are absent on parental leave.

4. Reassessment
If an individual employee believes that he or she has been treated unfairly to an extent that provides grounds for reassessment of his/her pay, the employee is entitled to take up the matter with the enterprise via his/her union representatives.

5. Deputising for a more senior position
Unless agreed otherwise by the parties, the following will apply:
If an employee takes on a position involving a more qualified role with greater responsibilities, and the duration of this assignment is greater than two continuous weeks (not holiday cover), a supplement will be paid based on the pay awarded to the holder of the senior position. This remuneration is payable from the first day.

Part-time pay rates can be granted in the event of part-time service in the more senior position.

6. Consideration by the organisations
If the parties at local level fail to reach agreement pursuant to clause 3, they may forward the matter to their respective organisations. Any meeting between the organisations must be held as soon as possible. The company shall implement the adjustment in all cases.

§ 6 Apprentices
The apprenticeship period at the company is made up of so-called “training time” and “productive time”. Pay is only awarded for productive time. Pay levels for apprentices are set as a percentage of a newly-qualified skilled worker's pay.

| Six-month | 1 | 2 | 3 | 4 |
| Percentage | 30 | 40 | 50 | 80 |

In the event of any deviations from the basic model, the parties will agree at local level on an alternative percentage pay formula, within the framework provided.

Examination
The employer will pay wages in connection with the first examination. The company can choose whether to pay wages in connection with subsequent examinations.

Other work/Overtime work
Apprentices who, under exceptional circumstances, carry out work that is outside the scope of their apprenticeship contract will receive pay in accordance with this agreement’s provisions concerning the work in question.

In the case of overtime work, apprentices shall, as a minimum requirement, receive pay equivalent to that of other unskilled employees at the company.
§ 7  **Overtime work and allowances**  
Individual employees shall work as little overtime as possible. Moreover, where reasonable grounds exist, an individual employee shall be exempted from working overtime.

The term ‘overtime work’ is understood to mean work that is carried out outside ordinary working hours as agreed for full-time employees.

**Payment for overtime work**  
Employees who come under the provisions of Chapter 10 of the Working Environment Act (aml) will be paid at an hourly rate + an overtime increment specified as a percentage of the hourly rate.

Unless agreed otherwise by the parties, the overtime rates set out below will apply:
An employee is entitled to a minimum payment for two hours overtime if he or she is recalled to work at the end of the working day.

**Overtime increments**

- **50%**  
  - for all overtime hours worked during the period from 0600 hrs to 2100 hrs.
  - 100%  
  - for overtime hours worked on weekdays between 2100 hrs and 0600 hrs.

- on Sundays, public holidays and after the end of ordinary working hours on days immediately preceding Sundays and public holidays, unless agreed otherwise by the parties.

- from 1200 hrs on Saturdays, provided that the individual in question normally works a five day working week during which Saturday is a day off.

For employees on shift work, payment will be made for the first two hours after 2100 hrs – a 50% increment and subsequently a 100% increment.

**Time in lieu**  
The aforementioned provisions are not intended to prevent agreement being reached at local level regarding time off in lieu as an alternative to payment for overtime work. Under these circumstances, time off in lieu must be taken on an hour-for-hour basis, and the overtime increment must be paid in addition.

**Meals allowances**  
An employee who has worked ordinary daytime hours and who on the same day is also directed to work overtime after the end of said hours, shall be paid a meals allowance of NOK 74. This is conditional upon the overtime lasting more than two hours, and that the company does not supply food. If the duration of such overtime exceeds 5 hours, the enterprise must either supply catering or pay an additional NOK 70.
§ 8 Special allowances

1. Postponed working hours
Under special circumstances and for short periods, or in situations where work makes it necessary, management may postpone working hours in agreement with union representatives. In such situations, a 50% increment will be paid for the hours that fall outside ordinary working hours.

Notification of postponed hours shall if possible be made three days in advance, and under no circumstances less than one day in advance. If an employee is directed to work postponed hours on the same day and night, after the employee in question has already worked ordinary working hours, he or she will be paid for overtime directed up until the start of working hours on the following day.

2. Standby at home
Standby duties that entail employees remaining at home on standby in case they are called in to participate in active work are regarded as “standby at home” as set out in the provisions of Section 10-4 (4) of the Working Environment Act (aml). The enterprise shall enter into an agreement regarding compensation for standby duties of this type.

If no agreement is reached regarding postponed hours and standby duties, the work shall be commenced and the dispute may be forwarded to the LHO/NHO.

3. Shift Rotas and Shift Work
This provision does not apply to cinema employees.

A. Afternoon/evening shifts
For work between 1700 hrs and 2100 hrs, an increment of at least NOK 37.00 per hour will be paid.

B. Night shifts
For work between 2100 hrs and 0600 hrs, an increment of at least NOK 39.00 per hour will be paid.

C. Weekend shifts
For work between 0000 hrs on Saturdays and 2400 hrs on Sundays, an increment of at least NOK 29.00 per hour will be paid.

D. Public holidays, etc.
For work between 0000 hrs and 2400 hrs at weekends and on public holidays, the Saturday before Easter Sunday, and for work between 1200 hrs and 2400 hrs on Whit Saturday, Christmas and New Year's Eve, an increment of at least 100% will be paid.

Note 1:
For the conversion of ordinary working hours to shift/shift rota schedules, the parties refer to the annex ‘Reduction of working hours provisions, as of 1 January 1987’.
Note 2:
For cinema workers, the following applies:

The parties may discuss and, as appropriate, enter into agreements at local level regarding payment for special working hours.

§ 9 Holidays and holiday pay

Holidays are granted pursuant to the Norwegian Holidays Act (ferieloven) and the Agreement concerning Holidays (see separate annex).

§10 Sick pay

Reference is made to the Norwegian state's sick pay arrangements.

From 1 January 2015 the employer will advance sickness and parental leave benefit for a period of up to three months, provided that the employee meets the terms and conditions set out in the Norwegian National Insurance Act (folketrygdloven) regarding entitlements to said benefits, and provided that the employee submits the relevant documentation to the employer within stipulated deadlines.

The amount of the benefit payments will be in accordance with the provisions set out in the aforementioned Act regarding entitlements to said benefits (currently up to six times the Social Security Basic Income Amount (G)). An employee’s entitlement to holiday pay from sickness/parental leave will be assessed on the basis of the regulations set out in the Act. Reimbursement for all benefits paid by the Norwegian Labour Administration (NAV) will devolve to the employer.

§ 11 Compassionate leave

In accordance with Section 12-3 of the Working Environment Act (arbeidsmiljøloven), the company covers ordinary pay for employees during periods of compassionate leave.

§ 12 Military service allowances

Employees who have been employed for at least six months by the enterprise, and who are called up for military service, are paid as follows:

a) For combined initial service, half pay for up to three months, with deductions for the state remuneration received by the employee, excluding family increments.

b) For later service, full pay for up to one month, with deductions for the state remuneration received by the employee, including family increments.

Military service cannot be used as grounds for dismissal.
The aforementioned provisions will also apply to employees who are called up to perform ordinary mandatory service in the home guard, civil defence forces or the police reserve.

In order for an employee to be paid during military service, he or she must remain employed at the company for at least three months immediately after completing said service. If an employee resigns his or her position prior to the end of this period, the enterprise is entitled to offset any outstanding pay to which the employee in question may be entitled.

Completed military service with the Norwegian Armed Forces must be credited in seniority calculations for pay received by the employee in his or her first position after completion of service.

§ 13 Benefits to descendants
In situations where an employee who has been employed by the enterprise for at least three years dies, the enterprise shall make a payment to the spouse, dependant children and other persons who are dependant on the deceased, an amount equivalent to two months’ full salary.

Comment: Section 13 will not apply if an agreement at local level already exists.

§ 14 Travel and transport provisions
If an employee is directed to work overtime outside the hours during which public transport services operate, it is assumed that the enterprise in question will; a) stipulate general guidelines regarding transport to and/or from company premises, or b) make a travel allowance payment, or c) agree to pay compensation for the journey in question.

Travel within Norway on enterprise business will be compensated according to the rates determined by the enterprise. If circumstances so dictate, the employee will be granted free time in reasonable time in order to prepare for the journey in question. Similarly, necessary time off will be granted prior to the employee attending work following the journey.

Alternatively, if separate guidelines do not exist, it may be possible in individual cases of travel outside ordinary working hours to agree on a payment for the case in question that compensates the employee for having to travel during his or her free time.

Disputes related to such cases can be submitted to the respective organisations.

§ 15 Changing/common rooms
The enterprise shall, in so far as possible, make arrangements to ensure that all employees have access to changing rooms, and hygienic and heated common room(s) where they can take meal breaks.

§ 16 Work locations, uniforms and protective equipment
By agreement between the parties in the enterprise, the employer shall, where a need is demonstrated, cover all expenses related to appropriate work clothing, uniforms and protective equipment. Such clothing and equipment are the property of the enterprise unless otherwise agreed between the parties.

§17 Equal opportunity
The parties agree that both centrally and locally, work to improve conditions should continue in order to ensure that women and men are given equal opportunities to take part in the various work tasks.

In its HR policy, the enterprise must adhere to equal opportunities perspectives in its recruitment and appointment procedures, and in matters concerning advancement and further/continuing education to promote skills development.

In connection with any drawing up of an equal opportunity agreement, and as the basis for equal opportunity initiatives within the enterprise, the parties wish to draw attention to the following:

- equal opportunity is the responsibility of management
- equal opportunity between the sexes involves more that just pay issues
- equal opportunity also addresses attitudes and norms, and requires robust involvement by both management and union representatives.
- work to promote equal opportunity should be discussed and followed up in established collaboration fora within the enterprise.

§18 Annexes to the agreement
The parties are agreed that the following general annexes jointly drawn up by the LO and NHO shall be incorporated as part of this agreement:

1. Severance Pay Agreement for employees dismissed after their 50th birthday
2. Agreement on Information and Development Fund
3. Early negotiated pension (AFP)
4. Agreement concerning short periods of compassionate leave
5. Reduction in working hours provisions, as of 1 January 1987
6. Allowances for public holidays and 1 and 17 May
7. Agreement concerning Holidays, etc.
8. Hiring from temporary employment agencies
9. Statutory additional holidays for elderly employees
10. Acquisition of seniority during initial military service

§19 Pay adjustment provisions for the second year of the agreement
Prior to the expiry of the first year of this agreement, negotiations shall commence between the NHO and LO (or the body authorised by the LO) on any pay adjustments that will apply for the second year. The parties agree that these negotiations shall be conducted on the basis
of the prevailing financial situation on the date of negotiations, the prospects for the second year, as well as price and pay developments during the first year.

Any demands for changes in the collective wage agreements for the second year of the agreement will be addressed by the respective representatives of the NHO and LO (or the body authorised by the LO). If the parties fail to reach agreement, the organisation that has submitted demands within 14 – fourteen – days following conclusion of the negotiations, may terminate the individual collective agreements on provision of 14 – fourteen – days’ notice (but not to expire before 1 April. 2017).

§ 20 Duration
This agreement is valid from 1 May 2016 until 30 April 2018.

If it is not terminated by one of the parties on provision of at least 2 – two – months’ written notice, it will automatically be extended for 1 – one – year at a time.

Addition to the protocol (1)
Skills development
Each year, discussions will be held to address the existence or not of a gap in relation to the company's skills needs and, if so, how arrangements can be made to give unskilled employees the opportunity to acquire trades certificates. Discussions shall be based on the company’s need for skilled workers, and individual employees’ needs and wishes to expand their skills sets. It should be an aim that all companies implement skills training at levels that meet the criteria for formal classification as a ‘training enterprise’ (opplæringsbedrift). The parties, both centrally and at local level, must make arrangements to ensure that immigrants working in Norway who intend to participate in the Norwegian employment market, must consolidate their basic skills in language, safety awareness and workplace culture.

Addition to the protocol (2)
Occupational pensions
Reference is made to the proposal put forward by the Norwegian Chief State Arbitrator in the case 2014-001 (item 2 – Occupational Pensions) involving the Norwegian United Federation of Trade Unions (Fellesforbundet) and the union Norsk Industri. The parties support herewith the initiation of a study as described in the proposal.

Addition to the protocol (3)
The LO and NHO assume that the parties will discuss at local level the practice of hiring from employment agencies, further and continuing education, and skills training within the enterprises.
Oslo, October 2016

The Confederation of Norwegian Enterprise

The Norwegian Confederation of Trade Unions

The Norwegian Union of Municipal and General Employees
Severance pay agreement

Applies from 1 January 2011, with linguistic adjustments made in 2014 and amendments in 2016.

1.0 GENERAL REMARKS

1.1 Conclusion of the agreement

The Agreement on Severance Pay was originally concluded between the Norwegian Confederation of Trade Unions (LO) and the Norwegian Employers’ Organisation (N.A.F) – now the Confederation of Norwegian Enterprise (NHO) – hereinafter referred to as the Parties. Reference is made to the decision of 14 June 1966 made by the State Wage Arbitration Council, as subsequently amended.

The agreement entered into force on 1 October 1966 and is incorporated as part of all collective wage agreements entered into between organisations that are members of the LO and NHO.

Each of the Parties may terminate the agreement on the provision of two months’ notice, to become effective 1 April in connection with revision of the collective wage agreement. If the agreement is not terminated, it will continue to apply until the end of the next Collective Agreement period.

1.2 Object and personnel concerned

The aim of this agreement is to provide financial compensation for employees who, after reaching the age of 50, and up to and including the age of 66, are dismissed for reasons that are not attributable to them, or when employment ceases as a result of disability or chronic sickness.

1.3 Legal status

The Severance Pay Scheme is an independent legal entity keeping its own accounts. Assets belonging to the Severance Pay Scheme shall be kept separate from those belonging to the Parties and may not be held liable for the respective Parties’ obligations. This shall not prevent the Severance Pay Scheme from collecting and distributing monies from the Education and Development Fund on behalf of the LO and NHO and other employee and

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1 Section 5-15 of the Norwegian Tax Act (skatteloven) was amended on 18 December 2015, with effect from 1 January 2016. Pursuant to Section 5-15, subsection 1 (a), of the former Tax Act, a severance payment made on the basis of the Severance Pay Agreement between the LO and NHO was not classified as income. This meant that persons who met the conditions for a severance payment by 31 December 2015 at the latest received a tax-free payment. Persons who meet the conditions for severance payments after 1 January 2016 do not receive such payments tax free. The classification of a severance payment as taxable income may also mean that said payments impact on entitlements to other social security benefits, such as disability and unemployment benefits. As of April 2016, this issue is yet to be finally resolved.
employer organisations, provided that said monies are kept separate from assets belonging to the Severance Pay Scheme.

The Severance Pay Scheme may sue and be sued via its Board. The agreed legal venue in all cases is Oslo. This provision is accepted on joining the Severance Pay Scheme or on claiming an AFP pension.

2.0 COLLECTIVE TERMS AND CONDITIONS

2.1 The enterprises incorporated in the Scheme

The Scheme incorporates the following enterprises:

a) NHO member enterprises bound by a contractual wage agreement that have a collective wage agreement with an LO union.

b) Enterprises that are not members of the NHO that have a collective wage agreement with an LO union.

c) NHO member enterprises bound by a contractual wage agreement that do not have a collective wage agreement with an LO union, when employer and employees have agreed that the enterprise shall join the Scheme. Such membership is subject to approval by the Board of the Severance Pay Scheme.

d) Enterprises bound by a contractual wage agreement that belong to a different collective wage sector from those cited in (a - c) above, provided that the Parties agree that the sector in question may be included. In the event of breach of any conditions that may be imposed for joining pursuant to the first paragraph, consent may be withdrawn if the Board so recommends.

e) Enterprises that under an earlier agreement were allowed to join the Scheme on a voluntary basis.

Enterprises that are party to a collective wage agreement that includes the LO/NHO appendix on the Severance Pay Scheme, are automatically members of that scheme.

When an enterprise belongs to the Severance Pay Scheme, the premium payment obligation applies to all employees.

2.2 Joining/withdrawing from the Severance Pay Scheme

An enterprise becomes a member of the Scheme from the time the collective agreement that includes the LO/NHO appendix on the Severance Pay Scheme, comes into force. The relevant collective wage organisation is responsible for registration and for checking that the conditions for membership are met. Enterprises that become members must remain so for as long as the conditions for membership pursuant to the collective wage agreement exist. In the event of termination of the collective wage agreement during the agreement period, the obligation to pay premiums to the Severance Pay Scheme will continue to apply until the end of the collective wage agreement period. However, this will not apply to enterprises that are
voluntary members of the Scheme (see 2.1 (e) above). These may withdraw from the Scheme with immediate effect. Premiums will be payable up to the date of withdrawal.

If the conditions for membership are no longer met, the relevant collective wage organisation shall notify the Scheme without delay. Voluntary members may withdraw from the Scheme whenever they wish.

In cases where the enterprise belongs to an employer organisation, this will be regarded as a relevant collective wage organisation. Registration shall be undertaken by the appropriate employee organisation.

3.0 INDIVIDUAL CONDITIONS

3.1 Required period of membership
An employee must have been a member of the Scheme for the last three months before the provision of notice of termination. If employment ceases owing to disability or chronic sickness, the employee must have become a member of the Scheme before the severance date, cf. Section 3. 5 below.

3.2 Age and seniority requirements
To be entitled to severance pay, the employee must have turned 50 years of age before the severance date, but not yet have reached the age of 67, and not be entitled to the early retirement pension (AFP). In addition, the employee must:

a) have been employed by the same enterprise for at least 10 consecutive years, or

b) have been employed by the enterprise for a total of 20 years, of which the last 3 are consecutive, or

c) have been a member of the Severance Pay Scheme for at least 15 consecutive years immediately before the severance date, or

d) have worked in a trade that comes under the agreement for the construction trades, the collective agreement for building trades and electric fitters for a total of 20 years – the last 5 of which without interruption. On the date of application, the employee must be employed by an enterprise that is incorporated in the Severance Pay Scheme. The seniority required under this item must be certified by the employer(s) and/or NAV (the Norwegian Labour and Welfare Administration), if necessary supplemented by information from the trade union/professional association. If severance is not due to disability or chronic sickness, it is a further condition that the employee has received unemployment benefits for at least three months without having been offered suitable employment.

If seniority has been acquired in two or more enterprises in the same group, such seniority will not count unless the enterprises in question belonged to the Severance Pay Scheme during that period.

An employee who is not working for the enterprise because he or she has been laid off or is receiving interim payments pending a final decision, will be considered as having retained his
or her connection with the enterprise for up to one year, beginning on the last ordinary working day.

3.3 Dismissal, sickness, etc.
Employees who are dismissed from their jobs, wholly or in part owing to production or workforce reductions, winding-up or bankruptcy, are entitled to severance pay.

An agreement on severance due to a reduction in the workforce, ranks as equivalent to termination of employment. To the extent that pay after termination of employment or a severance settlement is granted, severance pay will nevertheless not be awarded if the employee has found a new job before he or she is granted unemployment benefits. Employees who are released without a specified severance date are not entitled to severance pay.

Employees who are granted a disability pension are entitled to severance pay.

Severance pay may be granted to employees who are receiving interim payments, provided that the Severance Pay Scheme accepts that the person is suffering from a chronic sickness and that it is improbable that the applicant will return to his or her earlier occupation in the foreseeable future. In order to rule on this, the Severance Pay Scheme may request that documentation be produced, including satisfactory medical certificates and documents linked to proceedings relating to the application for and granting of interim payments, and showing that the applicant is incapable of continuing in his or her occupation or other suitable work in the enterprise (see 3.4 below).

3.4 Other suitable work, etc.
Severance pay will not be granted if an employee loses his or her job (ref. 3.3 above), or is offered other suitable work in the enterprise or in the group to which the enterprise belongs, or with new owners, or in another enterprise continuing the business.

On making a ruling on the question of whether an employee shall be deemed to have been offered other suitable work, importance shall be attached to the fact that the object of the Severance Pay Scheme is to provide remuneration for employees who lose their jobs. Employees who in reality continue in their old job will not normally be entitled to severance pay.

The same applies when all or part of the enterprise is taken over by the employee him/herself, so that he or she is in reality continuing to carry on his or her previous work.

In the event of temporary operational shutdown in connection with a change of ownership etc., the employee shall nonetheless be granted severance pay if more than three months have passed before he or she is re-employed. This applies regardless of the length of the period of notice.

In the event of a merger or transfer of a business that comes under Chapter 16 of the Norwegian Working Environment Act (arbeidsmiljøloven), the acquiring enterprise (new employer) will become a member of the Joint Scheme and be obliged to pay premiums. However, this will not apply if the new employer exercises the right to opt out, as sanctioned by Section 16-2, subsection 2, of the Act.
3.5 Determining the severance date
The severance date will normally be the date on which the period of notice expires.

When employment is terminated owing to disability or chronic sickness, the severance date shall be specified as six months after the last physical working day prior to full retirement from working life, and six months after the last day occupying an ordinary position prior to partial retirement from working life.

3.6 Conditions for entitlement to a new severance payment
After severance pay has once been granted, a period of at least 10 years must elapse before it can be granted again. The severance date and not the payment date will apply for determining whether this condition is met.

3.7 Death and severance pay
Only an employee can claim severance pay. Severance pay will be paid to next of kin only if the severance pay claim was filed before the death of the employee (ref. section 7.3).

3.8 Early retirement (company-based) pensions and the AFP pension
An early retirement pension, agreed between the enterprise and the employee, must constitute a factor in a real workforce reduction before severance pay can be granted.

Employees who take out an AFP pension are not entitled to severance pay.

In cases where the original AFP pension is paid out pending a disability pension, the employee will as a general rule not subsequently be entitled to severance pay. If the AFP supplement has not been paid out for more than six months, the right to severance pay can be re-instated by repaying the AFP supplement already paid out.

4.0 AMOUNT OF SEVERANCE PAY

4.1 Rates of severance pay
The following rates apply in cases of full-time employment (normally 37.5 hours a week) and a severance date on or after 1 July 2011:

50 years: NOK 20,000
51 years: NOK 20,000
52 years: NOK 25,000
53 years: NOK 30,000
54 years: NOK 40,000
55 years: NOK 50,000
56 years: NOK 55,000
57 years: NOK 60,000
58 years: NOK 65,000

4.2 Retirement age lower than 67 years
The above scale is also used for the payment of severance pay to employees with a retirement age lower than 67. Thus, NOK 20,000 is paid for the last year before retirement age is attained, NOK 35,000 for the penultimate year, and so on, beginning at age 50.

Seamen who can retire on a seaman’s pension from the age of 60, are regarded as having a retirement age of 62, unless they are engaged in a position for which the retirement age is higher.

5.0 REDUCTION OF AMOUNT OF SEVERANCE PAY

5.1 Part-time workers
Severance pay shall be reduced for employees who work fewer hours than those required for an ordinary full-time position. The reduction shall be proportional.

5.2 Retaining part of a position
If dismissal relates only to part of a position (involving a compulsory reduction in both working hours and pay), the severance pay shall be reduced accordingly. The proportional job loss will form the basis of the calculation.

Severance pay shall be reduced for employees who are compelled to reduce their occupational activity owing to disability or chronic sickness, but who continue to work and who are also in receipt of a reduced disability pension. The calculation shall be based on the proportional job loss.

5.3 Severance date less than one year before ordinary retirement age
If the severance date is less than one year before the date on which the employee attains ordinary retirement age for the position, severance pay plus national insurance benefits such as rehabilitation benefits, disability pension, pension for bereavement, early retirement pension or unemployment benefits, shall not exceed the pay the employee would have received (gross earnings after deduction of direct taxes and dues) if he or she had remained at work until reaching the age of 67. An employee who is receiving sick pay until he or she reaches retirement age is not entitled to severance pay.

Corresponding limitations also apply when the retirement age is lower than 67. The provision in the preceding paragraph will then enter into force in the year preceding that in which the person can draw ordinary retirement pension.

6.0 ADMINISTRATIVE PROCEDURES

6.1 Filing an application
On behalf of the employee, the enterprise or a trustee shall forward an application for severance pay, on the prescribed form, to the Severance Pay Scheme.

Both employer and employee have a duty to furnish the information necessary to evaluate the application.

All matters that must be assumed to be of relevance to the decision, must be documented.
If, after the application is filed, changes occur that may have a bearing on the decision, both employer and employee have a duty to notify the Severance Pay Scheme.

6.2 Time limitations
A claim for severance pay must be filed within three years of the severance date, or the entitlement to claim will lapse. In situations where the applicant is disabled, the claim must be filed within three years after the decision to award a disability pension was taken.

If a claim for severance pay was not filed because the employer or employee was not cognisant of the possibility of claiming severance pay, the time limitation will come into force at the earliest one year after the date on which the claimant acquired or should have acquired the relevant knowledge. The time limitation pursuant to this paragraph may not be extended for more than a total of two years.

6.3 Appeals
Decisions concerning severance pay may be appealed to the Board of the Severance Pay Scheme or a special appellate body appointed by the Board. Cases that have been reviewed may be reviewed again if fresh information comes to light.

Appeals must have been received by the Severance Pay Scheme or have been posted within 6 weeks after notice of the decision was sent to the employee’s last reported address. Claims that are filed too late may be rejected. In exceptional cases the Scheme’s administration may request that the Board considers a claim even if the deadline has expired.

6.4 Confidentiality
Everyone who performs work or services for the Severance Pay Scheme is under obligation to prevent others from gaining access to or knowledge of whatever he or she may, in connection with such work or service, have become privy to regarding the personal affairs of others. The term "Personal affairs" is understood to include a person’s date and place of birth, personal ID number, citizenship, marital status, occupation, home address and workplace.

The duty to maintain confidentiality also applies to technical devices and procedures, as well as information concerning operational or business matters, especially in situations where secrecy is desirable for reasons of competition.

In addition, a contractual duty of confidentiality applies to employees of the Severance Pay Scheme and the contractor in accordance with the relevant declaration of confidentiality. The duty of confidentiality pursuant to the preceding sentence does not apply to information that is generally known, or in cases where an obligation to disclose information is imposed by or pursuant to law.

7.0 PAYMENT

7.1 Payment to the applicant
If the conditions for entitlement to severance pay have been met, payment from the Severance Pay Scheme shall be made as soon as possible following the severance date.

Claims for severance pay may not be assigned to parties other than the applicant.
In cases where the severance pay is to be paid by the enterprise itself (ref. Section 7.2), but the
enterprise fails to effect payment as intended, the employee is entitled to receive payment
directly from the Severance Pay Scheme. In such cases the Scheme subrogates to the
employee’s claim on the enterprise.

7.2 Payment from the enterprise
If the enterprise has received a claim, but has nevertheless not paid its premiums for a period
of two years or more, it will be required to make the severance payment itself if an employee
meets the conditions for entitlement pursuant to this agreement. Moreover, in such cases, the
amount of severance pay shall be determined according to the provisions of this agreement.

The enterprise may also be instructed to pay severance pay to an employee who is entitled
pursuant to this agreement, if said enterprise has failed to enter the employee in the employee
register.

7.3 Payment to next of kin after the death of an applicant
If the applicant dies before the severance payment is made, the payment may be made to the
applicant's spouse or cohabitant (provided that the pair have been living together for a
minimum of 12 of the last 18 months) or to his/her dependent children under the age of 21. If
the deceased leaves both dependent children and a spouse or cohabitant, the child/children
shall have priority entitlemets to the severance pay. Payment to other relatives or heirs is not
an option.

7.4 Repayment of severance pay erroneously paid out
Repayment of severance pay will be demanded if severance pay is erroneously paid out to a
person as a consequence of the provision of incomplete information, or if circumstances have
changed since the application was filed.

8.0 PAYMENT OF PREMIUMS, ETC.

8.1 Premiums
The enterprise shall pay premiums for each of its employees. The premium rate payable
varies according to working hours. On the recommendation of the Board, the amounts may
be adjusted by the LO secretariat and NHO’s executive committee.

The number of employees for whom premiums have to be calculated, shall be determined
according to information reported by the enterprise to the Register of Employers and
Employees.

The basis for determining the sum payable is the number of employees reported to the
Register of Employers and Employees. The quarterly premium is determined on the basis of
the number of persons employed at the end of the preceding quarter.

8.2 Payment of premiums
Premiums shall be paid each quarter to the Severance Pay Scheme.

8.3 Responsibility for the payment of premiums
The employer is responsible for the punctual and correct payment of premiums regardless of whether or not said premiums have been claimed.

8.4 Consequences of failure to pay premiums, etc.
If an enterprise fails to pay the premiums due, a demand will be sent for debt recovery following a single reminder.

The duty to pay overdue premiums will be upheld without reduction, even if severance pay has been paid out by the employer pursuant to Section 7.2.

9.0 MANAGEMENT AND ADMINISTRATION, ETC.

9.1 The Board of the Severance Pay Scheme
The Board of the Severance Pay Scheme is the ultimate authority for the Scheme. The Board consists of four members with four personal deputies.

The LO and NHO each elect two of the members of the Board. The persons elected by the LO and NHO as members of the Board of the Joint Scheme for Collective Agreement Pensions, shall also be deemed to have been elected as members of the Board of the Severance Pay Scheme, except in situations where a party chooses to elect these members separately. The office of Board Chair shall be held by the parties in rotation, for periods of two years at a time.

The Board may resolve that a fee shall be paid to Board members and deputy members, and to the special appellate body (see Section 9.2 below). In such cases, the Board shall determine the amount of the fee. The Board may delegate the decision on the amount of this fee to a committee of no more than three persons elected by the parties to the Severance Pay Scheme.

9.2 Duties of the Board
Management of the Severance Pay Scheme pertains to the Board. The Board shall ensure that activities are properly organised.

The Board shall establish plans and budgets for activities linked to the Scheme.

The Board shall keep itself informed of developments in the Scheme's financial status and shall ensure that its activities and accounts are subject to adequate controls. The Board shall exercise supervision to ensure that management of the Scheme’s assets takes place in accordance with the Articles of Association and Board resolutions.

The Board determines how the Articles of Association are to be interpreted and may adopt resolutions on matters of principle.

The Board shall process and decide upon appeals. The Board may appoint a special appellate body to handle appeals.

The Board shall prepare and propose amendments to the Articles of Association, based on the Severance Pay Agreement in force at the time in question.
Furthermore, the Board shall exercise its authority by means of statutes or articles or other means that naturally pertain to the Board.

9.3 Board meetings
Board meetings shall be held when so decided by the Chair, or when requested by a member of the Board. At least four meetings shall be held each year, at appropriate intervals.

Meetings shall be chaired by the Board Chair. In the absence of the Board Chair, meetings shall be chaired by the Deputy Chair or, in his or her absence, by another person elected by the Board. In the event of equal votes being cast in matters to be determined by simple majority, the Chair of the meeting has a casting vote.

For a Board meeting to form a quorum, at least one representative from each party must be present.

Minutes shall be kept of Board meetings and signed by those members or deputy members who are present.

Board resolutions shall be adopted by simple majority unless otherwise stated in the Articles of Association.

9.4 Daily management activities
The Severance Pay Scheme shall have a CEO (Chief Executive Officer) to manage everyday business. The CEO shall be appointed by the Board. The Board may adopt a job description for the CEO.

9.5 Representation
The Board represents the Severance Pay Scheme in external matters.

The CEO represents the Severance Pay Scheme in external matters relating to issues that are part of daily management activities.

The Board may authorise members of the Board, the CEO or named employees to represent the Severance Pay Scheme in external matters, grant powers of procuration, or other powers. Such rights may be revoked at any time.

If a Board member, the CEO or a procurist oversteps his or her powers, the transaction will not be binding for the Severance Pay Scheme in cases where the Scheme can show that the counterparty understood, or should have understood, that the person in question was exceeding his or her powers and that it would be dishonest to uphold the transaction.

9.6 Competence
No Board member or deputy member shall participate in proceedings or decisions on a matter that is of such particular importance for him/her or a person to whom he/she is closely connected, that he or she must be deemed to have a conspicuous personal or financial interest in the matter. This applies equally to the CEO or other persons performing work for the Severance Pay Scheme.
Nor shall a Board member or deputy member concern him/herself in a matter relating to a loan or other credit facility for him/herself, or security for his/her own liabilities.

9.7 Confidentiality
The duty to maintain confidentiality (ref. Section 6.4 above) also applies to members of the Board.

Resolutions adopted by the Board do not come under the non-disclosure obligation, unless otherwise stated in the first paragraph or stipulated by the Board.

Board members and deputy members have a duty to exercise discretion and confidentiality concerning information and views that come to light in connection with the Board’s work, unless otherwise stipulated by the Board. Nevertheless, the duty of confidentiality referred to in the first sentence will not apply when it is necessary to discuss a matter internally within the organisation to which the member belongs, unless otherwise stated in the first paragraph.

The rules of this section apply correspondingly to members of the special appellate body, unless otherwise stipulated by the Board of the Severance Pay Scheme.

9.8 The Severance Pay Scheme
The Board may decide that administrative tasks linked to the Severance Pay Scheme's administration shall be undertaken by the Severance Pay Scheme's administration. In such situations, the administration shall serve as secretariat for the Severance Pay Scheme and handle administration of said Scheme. The CEO of the Severance Pay Scheme shall also be CEO of the Severance Pay Scheme's administration.

Among other things, the administration shall undertake the following on behalf of the Severance Pay Scheme:
   a) prepare matters to be considered by the Board and other agencies linked to the Severance Pay Scheme,
   b) collect premiums and contributions from the enterprises,
   c) consider and decide on severance pay applications and, in that connection, communicate with the enterprises, the employees and NAV,
   d) represent the Severance Pay Scheme in judicial and extra-judicial disputes with employees, enterprises, organisations and others,
   e) ensure that rights and duties under this agreement are observed in accordance with the intentions of the central organisations.

The Board may delegate powers, pursuant to Section 9.5, to board members or employees of the Severance Pay Scheme's administration.

The provisions of Section 6.4 regarding confidentiality apply correspondingly to the Severance Pay Scheme's administration.

The Severance Pay Scheme shall bear all costs incurred by the administration that concern the Scheme.

9.9 Auditor
The Board shall appoint a government-authorised auditor for the Severance Pay Scheme. The auditor shall have access to all information that is necessary to perform his or her work.

10.0 PLACEMENT OF MONIES BELONGING TO THE SEVERANCE PAY SCHEME

10.1 Asset management
The Board shall decide how the Severance Pay Scheme’s assets are to be placed, and stipulate guidelines for asset management. Within the stipulated guidelines, the Board may delegate authority to decide on placements to the administration.

The Board may decide that the Scheme shall entrust asset management to an enterprise that is licensed to conduct active management, or appoint an investment committee to decide how assets are to be placed or otherwise assist with asset management.

Assets shall be managed in a proper manner.
Agreement on an education and development scheme
established by the Confederation of Norwegian Enterprise (NHO)
and the Norwegian Confederation of Trade Unions (LO)
(as last amended in 2011)

§ 1 Object
The object of the scheme is to implement or support measures to promote education and
development in Norwegian working life.

§ 2 Ways
Education and development measures, including courses and schooling, shall in part be
designed to:

1. provide modern schooling for shop stewards, with particular emphasis on productivity,
environment, economy and cooperation issues,
2. provide training for management personnel and employees in the same fields as
   mentioned under item 1,
3. prepare, arrange and develop training measures,
4. contribute through different measures towards increasing value generation, and
5. promote good cooperation within the individual enterprises.

§ 3 Financing
A simplified model for collecting funds has been established in which the number of
employees who are to be included for the purpose of calculating premium is determined from
information given by the enterprise to the National Insurance Employer/Employee Register,
divided up as follows:

- Group 1: From 4 to 20 hours weekly
- Group 2: From 20 to 30 hours weekly
- Group 3: From 30 hours weekly or more

The enterprises pay premiums on a quarterly basis in arrears in accordance with the following
monthly rates:

As of the third quarter of 2011, the following monthly premium rates apply for the Education
and Development Fund:

- Group 1: NOK 17
- Group 2: NOK 27
- Group 3: NOK 46

Employees that are covered by the Basic Agreement between LO and NHO for workers are
obligated, as part of the financing scheme, to pay NOK 3.25 per week. The amounts may be
adjusted by the LO Secretariat and NHO’s executive committee on the recommendation of the
Board of the Scheme, see § 5.
§ 4 Collecting premiums
The premium referred to in § 3 shall be paid quarterly to the Joint Office for the LO/NHO Schemes. The premium paid shall cover the enterprise’s aggregate commitments to all Education and Development schemes.

§ 5 Administration
The Scheme is to be managed by a board having six members, three appointed by each party. The position of chairman alternates between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO) for a period of one year at a time.

§ 6 Use and distribution of funds
Each year the board of the Scheme shall determine the amounts to be set aside in advance for joint purposes worthy of support. The other Scheme funds shall be managed – one half by each – by a special committee appointed by each of the two central organisations. Special by-laws shall be drawn up for the activities of these committees.

NHO and LO shall each keep the other informed concerning the plans these special committees have for use of the funds and the measures that have been implemented.

All enterprises that contribute to the Scheme shall, in accordance with rules to be determined, be entitled to participate in measures financed by the Scheme.

§ 7 Accounts and annual report
The financial year for the Scheme shall be the calendar year. Annual accounts shall be drawn up at the end of each financial year and shall be audited by a state-authorised public accountant. The accounts shall be sent to LO and NHO together with the annual report.

§ 8 Dissolving the scheme
If the Scheme is dissolved, its assets shall pass to NHO and LO, so that each organisation receives the amount over which it had rights of disposition pursuant to section 6 of this agreement. Remaining funds to be used in accordance with section 2 of this agreement.

§ 9 Entry into force
This agreement enters into force on 1 October 1970 and shall apply until the first ordinary collective wage revision after expiry of the Basic Agreement. The agreement shall thereafter follow the ordinary collective wage agreement periods with any revisions in connection with the spring bargaining.

Notes:
The NHO representatives on the Board stated that it was assumed that the same agreement would be made with organisations outside LO with which collective wage agreements were made, corresponding to those with unions in LO. In that connection it will be necessary to discuss in more detail the practical implementation of both the collection of the fee and distribution of the funds. These organisations are comprised under § 7 of the agreement between LO and NHO.
Agreement
concerning a
new early negotiated pension scheme (AFP)

I Introduction

The early retirement pension scheme (AFP) was established in connection with the 1988 wage settlement. The aim was to provide employees of enterprises bound by the collective wage agreements an opportunity of early retirement (under certain conditions) before reaching the national insurance retirement age.

The Norwegian Parliament's decision regarding a new national insurance pension system from 2010 (postponed to 2011) presupposed that other parts of the pension system would be adapted to the new national insurance system.

On this basis, LO and NHO in the 2008 collective agreement, agreed that the existing AFP scheme should be replaced by a new scheme adapted to the rules governing the new national insurance retirement system.

The parties have accepted the Government’s view that the AFP scheme should continue in the form of a neutral, lifelong addition to the national insurance retirement pension. Initially the pension can be taken out from the age of 62 according to the retiree’s wishes. The monthly payments will be reduced if the pension is taken out early and will increase the later it is taken out. The new AFP scheme can be combined with earned income without the AFP pension being reduced. Under this arrangement, the AFP scheme, combined with the new national insurance retirement system, will contribute towards achieving the principal aims of the pension reform.

The State will make periodic contributions to the AFP scheme for employees/retirees corresponding to one-half of the employer’s contributions, excluding outlay for the compensation allowance that is fully financed by the State.

II Statutes

This agreement does not regulate all details of the conditions, rights and duties connected with the AFP scheme. These are determined by means of a set of statutes, adopted by the Joint Scheme for Collective Agreement Pensions (AFP) and approved by the Norwegian Ministry of Labour pursuant to the Act of 2010 relating to the contribution scheme (AFP-tilskottsloven).

These statutes contain detailed rules for both the pre-existing and the new AFP scheme. Involved enterprises must at all times keep themselves updated regarding their obligations under the scheme. The statutes also contain special rules regarding the possibility that certain employees may not be entitled to an AFP pension.

The prevailing statutes can be found at www.nyafp.no.
III  The original AFP scheme

The original AFP pension will be paid to employees who have filed an application for such a pension before 31 December 2010 and who met the conditions as they applied on the date of implementation. The last implementation date for the original AFP pension is 1 December 2010. The original AFP will run until the month in which the retiree turns 67.

Those who have started to take out the original AFP pension (wholly or in part), may not later apply for a new AFP pension.

IV  The new AFP scheme

The new AFP pension will be paid to employees born in 1944 or later who have been granted an AFP pension from an implementation date of 1 January 2011 or later. The system is established as a joint scheme in the private sector.

Before reaching the age of 70, a new AFP pension must be taken out with the national insurance retirement pension.

V. Conditions for entitlement to the new AFP pension (key points, see also the statutes)

In order to be entitled to the new AFP pension, an employee must, at the time of taking out the pension and for the last three consecutive previous years, have been a genuine employee of an enterprise that belongs to the scheme.

In addition, the employee must, on the implementation date, have a pension-earning income which, calculated as annual income, exceeds the current basic national insurance amount (G) for the preceding income year.

Furthermore, an employee born in 1955 or later must, for at least 7 of the last 9 years before turning 62 (the seniority period), have belonged to the scheme while in employment with one or more enterprises that were members of the Joint Scheme during the same seniority period. For employees born in the period 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the period 1952 to 1954, both of these figures shall be increased by one year for each year they were born after 1951. The employment during the seniority period must have been the employee’s main source of income, and must have provided the employee with an income that is higher than the employee’s other sources.

We refer also to the statutes (www.nyafp.no) concerning special rules relating to part-time employment, sick leave, lay-offs, leave of absence, employer bankruptcy, other income, other pensions paid from other places of employment, redundancy pay, ownership interests in the enterprise, ownership interests in other enterprises, etc.

Employees who have a lower retirement age/age limit than 62, cannot belong to the scheme.
VI. Level of pensions in the new AFP scheme

An AFP pension is calculated as 0.314% of annual pension-earning income paid up to and including the calendar year in which the employee turns 61 years of age and up to an upper limit of 7.1 G. Pension-earning income is determined in the same way as when calculating pension income in the national insurance retirement scheme.

An AFP pension will be paid out as a lifelong addition to the retirement pension. It is so designed that it increases when taken out later, but will not increase further if taken out after the age of 70. In calculating an AFP pension, the same life expectancy adjustments will be made as for national insurance retirement pensions.

Earned income may be combined with an AFP pension and national insurance pension without either of them being reduced.

An AFP pension will be regulated in the same way as an income-related pension in the new national insurance retirement scheme, both during earning and payment.

VII. The new AFP scheme will be financed as follows:

The costs of the AFP scheme will be financed by the enterprises, or parts of the enterprises, that are or were members of the Joint Scheme. In addition, the State will make a contribution linked to the pension qualifications of individual retirees.

The State will contribute to the financing of the AFP scheme. The rules as set out on the Act no. 110 of 23 December 1988 will apply until 31 December 2010, while the rules of the AFP Contributions Act (AFP-tilskottsloven) will apply from 1 January 2011.

A compensatory supplement to new the AFP will be paid entirely by the State.

The enterprises will pay a premium to the Joint Scheme to cover that part of the costs not covered by the State’s contribution. Additional rules governing payment of premiums are set out in the statutes of the Joint Scheme for early-retirement pensions (AFP), and in resolutions adopted by the Board of the Joint Scheme.

In the period from 2011 up to and including 2015, some people will still be receiving the original AFP pension. During that period, enterprises that belonged to the original AFP scheme will have to pay a premium to that scheme, as well as a contribution for their employees who have taken out an original AFP pension. The premium and contributions will be determined by the Board of the Joint Scheme.

As part of the new AFP scheme, the enterprises must pay a premium for their employees and others who have received pay and other remuneration reported under code 111-A in the Tax Directorate’s tax code summary. The premium rates will be determined by the Board of the Joint Scheme. The premium shall be a percentage of the total payments made by the enterprise according to tax reports returned by the enterprise under code 111-A. The enterprise shall pay a premium only for that part of the payments to individual employees in the preceding income year for amounts between 1 and 7.1 times value of G.
Premiums shall be paid for the years up to and including the year in which the member of the scheme turns 61 years of age. Premiums shall be paid on a quarterly basis.

VIII.

In addition to those enterprises that are members of the NHO and for which the wage agreement is binding, this present agreement applies also to enterprises that are not members of the NHO, but which have wage agreements with federations that are affiliated to the LO or YS.
AGREEMENT CONCERNING SHORT PERIODS OF COMPASSIONATE LEAVE 
2010 and 2012

In connection with the proposal put forward in 1972 by the Norwegian Arbitration Tribunal 
concerning non-discrimination between workers and employees in matters concerning short 
periods of compassionate leave, agreements regarding such periods of leave shall be reached 
within all enterprises.

As a minimum requirement, such agreements must include contingency for the following 
situations:

1. Leave in connection with deaths and attendance by employees at the funerals of their 
closest family members.

   The term “close family member” is understood to mean a person who is closely 
   related to the employee in question, such as a spouse/cohabitant, child, sibling, parent, 
   parent-in-law, grandparents or grandchild. Leave in connection with funerals of 
   employees will be granted to enable co-workers from the same department/division to 
   be represented.

2. Leave to attend examinations, treatment and check-ups by doctors or dentists, as well 
as treatment by a physiotherapist or chiropractor in cases where the state covers the 
costs of such treatments. This applies to situations where it is not possible to arrange 
appointments outside working hours. In some situations, the employee will have to 
travel considerable distances. Such cases fall outside the scope of these provisions, 
which only apply to short periods of compassionate leave. In the aforementioned 
situation, the employee will usually have to take sick leave.

3. Leave to take the rest of the day off in situations where an employee has had to leave 
the workplace due to sickness.

4. Leave to accompany children on their first day at kindergarten or their first day at 
school.

5. Breast-feeding women are entitled to take the leave necessary to feed their children, 
comprising a minimum of two periods of 30 minutes per day. Alternatively, a woman 
may request that her working hours be reduced by up to 1 hour per day. Remuneration 
for this leave will be limited to one hour per day, and the arrangement will cease when 
the child reaches one year of age.

6. Leave resulting from serious illness at home.

   This is aimed to cover cases of serious illness at home, on the understanding that other 
   forms of care are unavailable, or that it is essential that the employee remains at home. 
   Also in this case, the provisions regulating short periods of leave apply so that the 
   employee will be able to make other arrangements.
7. Leave for spouse/cohabitant in situations where it is necessary in connection with a home birth or admission to hospital.

8. Leave in connection with moving into a new home.

9. Leave in connection with donating blood in situations where it is difficult to do so outside working hours.

10. Leave for an employee to attend the confirmation of his/her child.

11. Leave for parents to attend interviews with staff at primary/lower secondary school in situations when this cannot be carried out outside working hours. Leave of this nature is given for a period of up to two hours.

12. Leave to attend a military conscription board examination.

The term ‘cohabitant’ is understood to mean a person who has shared the same home address as the employee for at least two years, and has been registered in the National Register as resident at the same address as the employee during the same time period.

The parties at the enterprise in question will arrive at a more detailed agreement concerning guidelines for how these arrangements shall be implemented in practice.

The term ‘short periods of compassionate leave’ as used in connection with the aforementioned rules is understood to mean essential periods of leave of no more than one day’s duration, remunerated as part of the employee’s ordinary salary.

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REDUCTION IN WORKING HOURS AS FROM 1 JANUARY 1987

A. From 1 January 1987, working hours shall be reduced as follows:

1. To 37.5 hours a week:

   Daytime working hours.

2. To 36.5 hours a week:

   Ordinary two-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.

3. To 35.5 hours a week:

   a. Work that is performed "mainly" at night
   b. Work on continuous shifts round the clock and work on "comparable" rotas
   c. Two-shift and "comparable" work on rotas "regularly" worked on Sundays and/or public holidays.
   d. Systems of working hours that result in individual employees having to work at least every third Sunday and/or on movable public holidays.

4. To 33.6 hours a week:

   a. Work on wholly continuous shifts and "comparable" rotas.
   b. Work below ground in mines.
   c. Work on tunnelling and the excavation of caverns in underground rock.

5. For persons who have extended working hours owing to standby or passive duties in accordance with §10-4 (2) and (3) of the Norwegian Working Environment Act (arbeidsmiljøloven), the extension shall be based on the number of hours stated in the agreement.
B. Compensation for reduction of working hours

a. Weekly, monthly and annual pay shall remain unchanged. If in addition an employee receives a production or other bonus or similar, which is calculated on the basis of the time worked, the alterable part shall be adjusted according to item (d) below.

b. Hourly pay (minimum pay rates, normal pay rates, individual pay rates and compensation for loss of piecework) shall be increased by 6.67% for employees whose working hours are reduced from 40 to 37.5 hours; by 6.85% for those whose working hours are reduced from 39 to 36.5 hours; by 7.04% for those whose working hours are reduced from 38 to 35.5 hours, and by 7.14% for those whose working hours are reduced from 36 to 33.6 hours.

c. Other rates of pay specified in kroner and øre per hour shall be increased in a manner corresponding to item (b) when it is clear that, if the rates were not adjusted, the employee’s weekly earnings would fall when shorter working hours are introduced.

d. Piecework rates, fixed piecework rates and price lists, production bonus schemes, bonus systems and other pay systems with variable earnings, shall be adjusted so that hourly earnings are increased by the percentage applicable pursuant to item (b) above.

Until agreement is reached concerning adjustment of rates for piecework etc., the supplements shall be paid per hour worked. The parties may also agree that the supplements shall be kept separate from piecework rates etc., and be paid per hour worked.

e. Standard piecework rates (basis for calculating piecework pay) shall be determined such that piecework earnings rise by the percentage according to the provisions in item (b) above. Until agreement is reached regarding the determination of standard piecework rates (basis for calculating piecework pay), the old standard rates shall apply for piecework and the supplements paid per hour worked.

When an enterprise, within the scope of an agreement by which the Collective Agreement provides standard piecework rates, has to apply higher figures than the standard piecework rates set out in the Basic Agreement, these figures shall be adjusted only to the extent necessary to bring them up to the standard piecework rates set out in the new agreement.

f. Subject to agreement between the parties within the scope of individual agreements, it may be agreed that compensation pursuant to items (a - e) above shall be paid in the form of a supplement (in øre) instead of as a percentage.

C. General remarks concerning implementation

1. When implementing shorter working hours pursuant to section (A) above, it is of crucial importance that each enterprise exercises a high level of flexibility with
regard to when work is performed, that it maintains appropriate working hours and achieves efficient and effective utilisation of these hours.

2. Before shorter working hours are implemented, negotiations regarding practical considerations shall be conducted at the individual enterprises.

3. All collective agreements shall contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the shop stewards to work to this end. Breaks, washing times etc. shall be reviewed with the aim of making working hours as effective as possible. If, in the opinion of one of the parties, there is no longer any reason to continue the arrangements, the matter shall be handled in the normal manner in connection with collective agreements.

4. Under §10-12 (4) of the Working Environment Act, the parties to a collective agreement are, subject to certain conditions, allowed to reach agreement on a different arrangement of working hours than that described as "standard" pursuant to the Act. If in particular enterprises or industrial sectors there is a special need to maintain current working hours, the parties to the collective agreement may enter into an agreement on this point in accordance with the provisions of §10 of the Working Environment Act.

5. In connection with shorter working hours it may be desirable, for the purposes of the economic utilisation of production equipment, to adopt different ordinary working hours for different groups of employees, within the framework of the Act. Within the working hours' arrangement it may be desirable to have employees take their breaks at different times. It is a condition that any rules governing this are inserted in the individual collective agreements.

6. If the working hours' arrangement results in some work-free weekdays, employees who work on days when they should have had the day off, shall be paid a 50% overtime supplement. In cases where, under the collective agreement, a 100% overtime supplement is payable for overtime work on Sundays and public holidays and on the eve of such days, a 100% supplement shall be paid after 1200 hours on Saturdays and after 1600 hours on the other weekdays.

7. When there is good reason, the enterprise may be allowed to change days off. In cases where agreement on this does not exist for the industrial sector or enterprise in question, the following shall apply:

Instead of the stipulated day off, a corresponding day off may be granted in the course of the subsequent four weeks.

Notice of change of the day off shall be given no later than the end of working hours two days prior to the day off. At the same time, the enterprise shall inform the employee of the new day that may be taken off.

When conditions for changing the day off are met, an employee shall not receive additional pay for time worked during ordinary working hours before 1200 hours on Saturdays or before 1600 hours on other weekdays.
8. At enterprises where the provisions in §10-4 (4) of the Working Environment Act concerning standby at home are applicable, shorter weekly working hours alone shall not confer a right to greater compensation in the form of days off than was the practice under the system with an average of 40 working hours per week.

9. When an enterprise wishes to continue, introduce, or expand shift work within the framework of the Working Environment Act, and the collective agreement does not already provide authorisation for this, negotiations concerning shift work rules shall be commenced between the parties during the agreement period.

D. Daytime work

The central organisations recommend that working hours be divided among five days a week unless there is good reason for a different arrangement, and that the shorter working hours be effected by reducing daily working hours by 30 minutes.

Other systems may be introduced, such as:

1. shortening daily working hours by 25 minutes, in cases of a 6-day working week,

2. practising weekly working hours longer than 37.5 hours during some periods, and correspondingly shorter than 37.5 hours during other periods,

3. retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, and allowing corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

In cases where no rules are contained in the relevant collective agreement, the following shall apply:

If the enterprise and its employees, with assistance from the organisations, as appropriate, fail to agree, daily working hours shall be reduced by 30 minutes on five of the weekdays, or by 25 minutes each day in cases of a 6-day working week.

The enterprise shall discuss with the shop stewards whether working hours shall be reduced at the beginning or end of the day, or both. When choosing between these alternatives, importance should be attached to employees’ wishes and the fact that working hours’ practices at the enterprise should as far as possible be the same for all groups. If, after consultation with the organisations, as appropriate, agreement is not reached, the manner of implementing reduced working hours shall be determined by the enterprise within the framework of the collective agreement.

The aforementioned provisions are not intended to prevent individual industrial sectors from making agreements on how reduced working hours shall be implemented. Nor may they be invoked during union-based negotiations in situations where collective agreements contain precise rules regarding allocation of working hours.
E. Change to a new shift plan

The parties have agreed that when changing to a new shift plan as a result of reduced working hours, the new plan will be implemented without making up for time off or working hours pursuant to the earlier shift plan.

F. Maintaining production, productivity and effective working time

It is a condition that the parties at individual enterprises endeavour to increase productivity. Whenever possible, the reduced working hours should not result in the need for a larger work force.

In connection with reduced working hours, the central organisations have agreed to effect a number of measures with the aim of improving the productivity of the enterprises. Reference is made to the organisations’ study of working hours, dated 6 January 1986.

In the Basic Agreement, NHO and LO have formulated provisions that are intended to facilitate the best possible conditions for cooperation between the enterprise, shop stewards and employees. The central organisations wish to stress how important it is that the parties adhere to these provisions in practice.

In connection with reduced working hours, and with the aim of reducing financial concerns, the central organisations wish to point out that cooperation must take place at individual enterprises on measures to increase efficiency, reduce production costs and improve competitiveness.

The central organisations wish to refer to cooperation that has taken place in connection with previous reductions in working hours. Such cooperation has brought about positive results and has been of great importance in ensuring competitiveness and in creating secure jobs.

In the case of the new reduction in working hours, the central organisations once again urge the parties to discuss how working hours shall be utilised. The parties should consider whether working hours are employed effectively in all respects, and implement measures necessary to achieve this. Moreover, the parties endeavour to consider the introduction of technological innovations that can improve production and help enhance the working environment. New efficiency-enhancing measures must comply with the requirements to a good working environment. Job satisfaction and safety are two key factors when considering the issue of effective utilisation of working hours.

G. Considerations regarding Section 10 of the Norwegian Working Environment Act (arbeidsmiljøloven)

1. §10.4
a. The term "work on continuous shifts round the clock" is understood to mean work that is conducted 24 hours a day, but which stops on Sundays and public holidays.

In ordinary weeks, work may take place from 2200 hours on Sundays to 1800 hours on Saturdays – an operating time of 140 hours.

b. The term "comparable rotas" is understood to mean a system of working hours that results in the same, or almost the same, inconvenience for employees as continuous shifts round the clock, as will normally be the case when an employee works for more than five hours a night, even if the number of hours worked by an individual employee during the night may be somewhat less than if operations continued round the clock.

c. In this provision, the expression "Sundays and public holidays" is understood to mean "Sundays and/or public holidays". This means that for work on two shifts and comparable work on rotas that is normally practised on movable holidays, but not necessarily on Sundays, ordinary working hours shall be no more than 35.5 hours a week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four hours into the 24-hour period that pursuant to the law shall be a day of rest, i.e. all four hours between 1800 and 2200 hours or after 2200 hours. In the case of the latter, without any requirement regarding a minimum length of time.

d. Movable public holidays shall be counted as Sundays for the purpose of interpreting the expression "every third Sunday". This means that an employee who does not work on Sundays as often as every third Sunday, may nevertheless have a 35.5-hour week if he or she also works on movable public holidays to the extent that this will amount to at least every third Sunday and public holiday.

e. The term "work that is performed mainly at night" is understood to mean that employees will come under this provision if three-quarters of their working hours, but not less than 6 hours under the prevailing working hours system, occur during the night (within the period from 2100 to 0600 hours).

2. §10-4:

a. The term "wholly continuous shifts" is understood to mean work that continues for 24 hours a day without normal cessation on Sundays and public holidays.

The extent to which work on rotas can be said to be comparable with wholly continuous shifts, depends on whether the ordinary working hours for individual employees, according to the adopted work plan, are allocated at different times during the 24 hours, so that working hours for the employee in question include, as a general rule, at least 539 hours of night work per year, and at least 231 hours of Sunday work per year.

In this connection "night work" is understood to mean work carried out between the hours of 2200 and 0600 (night shift hours).
A 24-hour Sunday runs formally from 2200 hours on Saturday to 2200 hours on Sunday (weekend shift hours).

If the working hours plan applies for a period shorter than one year, the number of hours required for night work and Sunday work must be adjusted accordingly.

Work for a period of less than four weeks is not counted as rota work for the purposes of this provision.

H. Transitional arrangements

The existing shift, rota and other working hours systems may be continued during a transitional period until 1 July 1987.

Moreover, the parties to the collective agreement may agree on a further postponement of the reduced working hours provisions for a given industrial sector or enterprise, but not for longer than until 1 October 1987.

During the weeks for which a transitional arrangement applies, the number of hours by which hours worked on average per week under the shift, rota or other system exceeds the new working hours' provisions, shall be counted as overtime. Until 1 July 1987, 50% overtime shall be paid for the hours whereby working hours according to the average worked per week under the shift, rota or other system, exceeds the new working hours' provisions.

If the individual parties to the collective agreement have agreed to extend the transitional period beyond 1 July 1987 until 1 October 1987, the additional pay during this period shall be 75%.

Compensation for reduced working hours shall be paid in addition to payment for the excess number of hours.
Allowances for public holidays and 1 and 17 May
HOLIDAYS, etc.

Introduction

One of the parties' principal tasks is to improve the competitiveness of the enterprises. When introducing more leisure time, it is thus a key prerequisite that the enterprises be allowed the opportunity to compensate for resultant competitive disadvantages by means of greater flexibility. Employees for their part will have different needs for differentiated working hours' systems, depending on their different phases in life, working and home situations, etc. Greater flexibility, combined with a fifth holiday week, should contribute towards less sickness absence and greater productivity.

A. Flexibility

The following provisions shall be inserted in all agreements:

a) "An individual company working hours’ and remuneration scheme operating outside the provisions of this agreement may be introduced in the form of a trial arrangement, provided that the parties have agreed on this at local level. Such systems must be submitted to the union and the national association for approval."

b) "Time worked may be calculated on the basis of average time in accordance with the rules set out in §10-5 of the Norwegian Working Environment Act (arbeidsmiljøloven). The parties to the collective wage agreement may contribute towards establishment of such agreements."

c) "Individual needs for differentiated working hours’ arrangements, leisure time, etc., may exist. Such arrangements may be agreed upon with the individual employee or shop steward, for example in the form of calculated average working hours or a working hours’ account system. Agreements made with the shop stewards will take precedence over individual agreements."

B. Collective Agreement Holiday Rules

1. The extended holiday of 5 working days (ref. §15 of the Norwegian Holidays Act) is advanced by introducing the remaining part as a collectively agreed arrangement included as an appendix to all collective agreements.

Extra holiday of 6 working days for employees over 60 years of age is retained (ref. §5, subsections 1 and 2 of the Holidays Act).

Employees may claim 5 working days off during each calendar year (ref. § 5, subsection 4, of the Holidays Act). If the collectively agreed holiday is divided up, an employee may claim only so many days off as he/she would normally work in the course of a week.

If the authorities decide to implement the remaining part of the fifth holiday week, these days shall be deducted from the collectively agreed arrangement.

2. The remaining part of the fifth holiday week shall be phased in by taking two days in 2001 and the others in 2002.

Holiday pay shall be calculated pursuant to the provisions of §10 of the Holidays Act.
When the fifth holiday week is implemented, the ordinary percentage for holiday pay shall be 12% of the basis for holiday pay (ref. §10, subsections 2 and 3 of the Holidays Act).

The increase is implemented by altering the percentage for the holiday-earning years as follows:

2000 will be set at 11.1%
2001 will be set at 12.0%

If the authorities decide to increase the number of holiday days stipulated in the Holidays Act, it is the parties’ intention that the above figures shall apply as holiday pay for the corresponding periods.

3. The employer determines the time at which the collectively agreed holiday shall be taken after discussing this with the shop steward or the individual employee. This shall be done at the same time as determining the individual employee’s ordinary holiday.

The employee is entitled to be notified of the time of the collectively agreed portion of the holiday as early as possible, and not later than two months before the holiday is to be taken, unless special circumstances prevent this.

4. The employee is entitled to time off for holiday pursuant to this provision, regardless of whether he/she has earned holiday pay.

If the enterprise shuts down wholly or in part in connection with holidays, all employees affected by the shutdown may be required to take holiday for that same length of time regardless of their earned holiday pay.

5. An employee is entitled to claim that the total collectively agreed portion of the holiday be taken within the holiday year (ref. §7, subsection 2, of the Holidays Act), so that he/she has one full week’s holiday. The central organisations urge the parties to determine the collectively agreed holiday so that productivity demands are met as effectively as possible, for example in connection with Ascension Day, Easter, Christmas and New Year holidays.

6. By written agreement between the enterprise and the individual employee, all or part of the collectively agreed part of the holiday may be transferred to the succeeding holiday year.

7. For shift workers, the collectively agreed holiday shall be adjusted at local level so that, after full implementation, it constitutes 4 worked shifts.

Notes:

1. In collective agreements where holiday as stipulated in §15 of the Holidays Act has already been introduced, the number of days shall not be increased following the introduction of the collectively agreed holiday. The implementation and practical implementation of the collectively agreed holiday for relevant areas, shall be subject to further agreement between the parties.
2. For the offshore agreements (Nos. 129, 125 and 123), the holiday results in a reduction of 7.5 hours per holiday day. The parties agree that the holiday shall be taken as part of the off-duty period during the holiday year.
Hiring from temporary employment agencies

1. For leasing manpower from manpower agencies (temporary help agencies), § 14-12 of the Working Environment Act applies.

2. Employees in manpower or temporary help agencies shall have the same wages and working conditions that apply in the enterprise leasing manpower for the duration of the leasing period in accordance with § 14-12 a of the Working Environment Act (proposal in Prop 74L).

   This rule entails that pensions are not encompassed by the principle of equal treatment.

   If the manpower or temporary help agency is not subject to an agreement between LO and an employers' organisation, then Common Appendices 1, 2, 3 and 5, do not apply.

3. The lessee enterprise is obligated to disclose the necessary information to the manpower or temporary help agency, so that the condition of equal treatment pursuant to subsection 2 can be satisfied, and to subject the manpower or temporary help agency to this condition.

   At the request of the shop stewards, the enterprise shall document the wages and working conditions that apply at the manpower or temporary help agency when leased employees are to work under the scope of this agreement.

4. Chapter 6 of the Basic Agreement applies also to leased manpower with the following exceptions: If the lessor enterprise is subject to the Basic Agreement between LO and NHO, disputes concerning the wages and working conditions of the manpower leased out are a matter between the parties at the lessor enterprise.

   The shop stewards and representative from the lessee enterprise may provide information on the agreements in the enterprise leasing manpower.

   If the lessor enterprise is not subject to the Basic Agreement between LO and NHO, the shop stewards in the lessee enterprise may address claims of a breach of the principle of equal treatment in subsection 2, so that the lessee enterprise can clarify and remedy the matter as necessary.

   Leased employees shall be presented to the shop stewards at the lessee enterprise. When discussing the leasing of manpower, the local parties shall also discuss the resources for shop steward work, see § 6-6 of the Basic Agreement.

Note
Items 2, 3 and 4, shall be implemented at the same time as the amendments to the Act enter into force, see Prop 74L (2011-2012).
Statutory extra holidays for older employees

It is a condition that the employee’s wishes with regard to when the extra holiday is taken, shall be complied with whenever possible.

However, the central organisations have agreed that these workers may not demand to take the extra holiday at a time that would create major difficulties for production or for systematic implementation of holidays for the labour force as a whole. If this is the case, then the enterprise is entitled to demand that the employee choose another point in time to take his/her holidays.
Acquisition of seniority during initial military service

For a variety of reasons, only one third of school-leavers complete their initial military (national) service. These people miss out on a year of work or have their progress to higher education delayed. Military national service provides those liable to serve with an experience which is of value in their later education/professional career. For this reason, it is important that those who have completed national service in the armed forces are not disadvantaged with respect to acquisition of seniority in their working lives.

On this basis the parties are agreed that:

Completed military national service with the Norwegian Armed Forces must be credited in seniority calculations regarding the pay received by the employee in his or her first position after completion of service.